

GENERAL SERVICES CONTRACT

Part I CONTRACT NO. 6219100054 AVIATION DEPARTMENT

THIS CONTRACT is dated this _____ day of _____, 2020 between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“**City**”), and WHC KCL, LLC dba KANSAS CITY TRANSPORTATION GROUP (“**Contractor**”), whereby Contractor shall provide shuttle bus services to the City in accordance with the terms and conditions contained in this Contract.

PART I SPECIAL TERMS AND CONDITIONS

Sec. 1. Work to be Performed. Contractor shall perform the work and supply the goods, equipment or services specified in **Attachment A - Specification/Scope of Work** and any addenda thereto attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract. This Contract shall begin on _____ 2020 and shall end no later than December 31, 2023. Contractor acknowledges that the Director of Aviation can terminate this Contract without cause by giving Contractor sixty (60) calendar days’ notice of contract termination.

Sec. 3. Compensation.

- A. The maximum amount that City shall pay Contractor under this Contract is set forth in the **Attachment B - Compensation Schedule/Prices** which is attached hereto and incorporated in this Contract. Contractor shall provide all work at the prices contained in Contractor’s Compensation Schedule/Prices that is incorporated herein by reference.
- B. Contractor will bill the City, in a form acceptable to the City, monthly, based upon services provided for the preceding month as set forth in the Compensation Schedule/Prices.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- E. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City’s Human Relations Department.

F. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

Sec. 4. Notices. All notices required by this Contract shall be in writing sent to the following:

City:

David Graham Long, AAE
Deputy Director of Aviation, Properties & Commercial Development
Kansas City Aviation Department
601 Brasilia Avenue, Kansas City, MO 64153
Phone: (816) 243-3027 Facsimile: (816) 243-3070
David.Long@KCMO.org

Contractor:

Contractor's Legal Name: WHC KCL, LLC dba Kansas City Transportation Group
Contact: Bill George
Address: 1300 Lydia Avenue, Kansas City, MO 64106
Phone: (816) 777-1111 Facsimile: (816) 512-5524
E-mail address: wmgeorge@ztrip.com

All notices are effective (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) business days after the date of mailing, whichever is earlier.

Sec. 5. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 6. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling.

Sec. 7. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A - Specifications/Scope or Services

Attachment B - Compensation Schedule/Prices

Attachment C - Shuttle Bus Schedule

Attachment D – Number of Required Buses During Primary Times

Attachment E – Bus Route Map

Sec. 8. Bonds and Surety. Prior to execution of this Contract and annually on each anniversary date of this Contract, Contractor shall furnish Performance Bond to City on City furnished forms,

executed by a Surety, in the amount of 10% of the remaining amount of this Contract guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes thereto and guaranteeing the services and work against non-performance, faulty workmanship and faulty materials for the period of time as prescribed by the Bond. Surety must:

- A. Be approved by City's Finance Department; and
- B. Be qualified to issue bonds at amounts specified in the Department of the Treasury Circular 570; and
- C. Be licensed by the State of Missouri to do business in the State of Missouri; and
- D. Retain an A.M. Best rating of "B+, Class V" for Bonds in excess of \$200,000.

Sec. 9. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. Contractor agrees to comply with all requirements of City's M/WBE Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its best faith efforts in carrying out this policy by implementing its contractor utilization plan, which is incorporated herein as part of the Proposal Form. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

THIS CONTRACT CONTAINS AN INDEMNIFICATION PROVISION

Business Entity Type:

(Missouri Corporation
(Foreign Corporation
(Fictitious Name Registration
(Sole Proprietor
(Limited Liability Company
(Partnership
(Joint Venture
(Other (Specify): _____

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor.

Contractor: _____

By: Bill George

Title: CEO

Date: _____

KANSAS CITY, MISSOURI

By: _____

Patrick Klein
Director of Aviation

Date: _____

Approved as to form:

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance

(date)

ATTACHMENT A - SPECIFICATIONS/SCOPE OF SERVICES

I. PURPOSE: This shuttle bus service will primarily transport workers constructing the Project between a designated worker parking area and the Project site. The route may vary and the stops may increase/decrease depending upon weather and site conditions. As the need for construction workers matures over time – so will the need for additional buses. As the need dissipates near the end of the Project – the need for the number of buses will diminish.

The Contractor shall own, operate and maintain the buses and employ all personnel necessary to operate and maintain the bus(es). Contractor must ensure adequate coverage of shuttle services during operator breaks, mechanical failures, sick days, vacations, maintenance, etc. Additional equipment and operator support are to be provided by Contractor to ensure no disruption to construction activities. The Aviation Department will supply the diesel fuel, at no cost to Contractor, for the buses at a designated fueling center located at 195 Paris Street, Kansas City, Missouri 64153. Contractor must abide by all rules, policies or regulations in effect for the fueling operation.

The Director of Aviation (“Director”) is authorized and may modify **Attachment A** to add additional services of the kind and otherwise change, delete, modify or alter the items of work set forth in **Attachment A**. City shall give Contractor 30 day’s written notice of any such modifications of **Attachment A**. Unless within five (5) days of receiving City’s notice Contractor provides City notice that is unwilling or unable to accept such change, modification or alteration. Any modified **Attachment A** shall be incorporated herein by this reference.

Contractor acknowledges that the Director of Aviation can terminate this Contract without cause by giving Contractor sixty (60) calendar days’ notice of contract termination. The Project is anticipated to be completed 1st quarter 2023 – however, the need for the shuttle bus may continue if the need is still justified.

II. ROUTES & SCHEDULE: Contractor shall provide shuttle bus(es) that operates continuously between 05:30 am and 7:00 pm, Monday through Friday. Such transportation shall be provided each and every day, except for recognized holidays (list of such holidays will be provided to Contractor) and as more specifically set forth in **Attachment C - Shuttle Bus Schedule**, attached hereto and incorporated herein.

The number of buses required for any given month is depicted within **Attachment C - Shuttle Bus Schedule** primary period (5:30 am – 7:30 am & 1:30 pm – 4:00 pm (“**Primary Times**”) fluctuates by month. Such number of required buses during the primary times is depicted on **Attachment D – Number of Required Buses During Primary Times**.

If requested by the Aviation Department to either increase and/or decrease the number of buses as depicted in **Attachment C – Shuttle Bus Schedule** and such requested start date is not on the first of any given month, City shall pay Contractor the rate of compensation set forth in the **Attachment B - Compensation Schedule/Prices** form, on a pro-rated basis.

The bus route and stops (**Attachment E - Bus Route Map**) will change based upon weather and site conditions, among other things. Therefore, the City reserves the right to make minor adjustments to the bus routes and number of stops, at no additional cost to City.

There may be a need for Saturdays and other shifts outside 5:30 am – 7:00 pm Monday – Friday for the shuttle bus service to operate (“**Non-Typical Hours**”). Contractor will be given appropriate notice of such need for **Non-Typical Hours** and the City shall pay Contractor the rate of compensation set forth in the **Attachment B - Compensation Schedule/Prices** form.

III. BUSES: Contractor shall supply and maintain Contractor-owned buses for the safe and convenient transportation.

A. Requirements: All buses supplied by Contractor shall meet or exceed any applicable state or federal laws and regulations and accepted industry maintenance standards. The City reserves the right to have the buses inspected by the Aviation Department staff at any time, without notice.

1. Contractor shall provide the required number of Contractor-owned buses, unless otherwise specified in writing by Aviation Department, which at any time during the term of this contract shall be no more than seven (7) years old.
2. Contractor shall provide documentation for each bus showing the date bus was purchased and odometer readings. Bus will be replaced when it reaches seven (7) years of age from date of purchase. Additional documentation for each bus will be required before any renewal options are approved. The Aviation Department, at its sole discretion, may extend the seven (7) year replacement schedule based on reliability, mileage and condition of bus, among other things.
3. All buses shall be capable of seating at least forty five (45) or more adults and shall be equipped with or in conformance with the following:
 - a. Fully padded, bench passenger seats of the kind typically found in school buses.
 - c. Handhold rails mounted on the ceiling to assist riders to and from seats.
 - d. Operating heaters and air conditioners suitable for maintaining comfortable temperatures.
 - e. Obtain required state and federal licensing and permits.
 - g. Propose an appearance package for the buses to include paint scheme, colors and graphics. Graphics shall display clear, permanent, markings designating them as shuttle service for construction personnel. Such overall graphics will be approved by the Aviation Department.
 - h. Provide all requirements associated with these vehicles such as maintenance and supplies.

B. Maintenance: Contractor shall:

1. Comply with random, unannounced spot inspections of all buses used in the performance of this contract to ensure compliance with contract provisions. Those vehicles found not to be in compliance shall be immediately removed from service until such time that they are either returned to compliance or replaced.
2. Conduct all shuttle bus vehicle maintenance at an off-airport facility.

3. Wash the exterior of all buses at least once a week or more frequently as necessary. Contractor may use the Bus Washing Facility, when available, located next to the fuel facility.
4. Maintain interiors of all buses to include, but not be limited to the following:
 - a. Daily - swept, trash emptied, dusted and spot mopped.
 - b. Weekly - fully mopped, windows cleaned, and driver's area cleaned.
 - c. Monthly - fully cleaned throughout, including the driver's area, dashboard, windows, ceiling, walls, seats, and all other interior areas.
 - d. More frequent cleaning to occur as necessary.

IV. PERSONNEL

A. Management Personnel. Contractor shall employ and maintain, within the Kansas City area, sufficient management personnel necessary for the safe and efficient operation of the transportation services furnished hereunder and who shall be the Contractor's liaison to customers. Contractor shall provide Aviation Department the name(s), address(es), phone number(s), and if applicable, e-mail address(es) of such management personnel.

With reasonable notice from Aviation Department, a designated member (or representative) of Contractor's management personnel shall be required from time to time to attend on site construction meetings. Failure to attend such meetings may result in liquidated damages of One Hundred Dollars (\$100.00) pursuant to paragraph VIII.B. below.

B. Operations Personnel. Contractor shall hire and supervise a sufficient number of drivers and any other operations personnel necessary for the safe and efficient operation of the shuttle bus system in order to provide continuous and reliable service. Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations. Contractor shall provide qualified drivers, trained and licensed in accordance with the laws of the State of Missouri.

C. Contractor is responsible to assure that each driver shall:

1. Possess a valid commercial driver's license of at least a Class B type authorizing such person to operate a commercial passenger vehicle of the size and type required by this contract.
2. Be certified as having successfully completed a course of training including twenty (20) hours of classroom instruction and a minimum of fifteen (15) hours of behind-the-wheel training with a certified driver-trainer. Additionally, driver shall receive special training, periodic retraining and spot checks in the areas of defensive driving, first-aid skills, and pre-trip inspections.
3. Have satisfactorily passed a criminal background check and driving record check prior to employment by the Contractor and annually thereafter to the extent permitted or available by law.

4. Have appropriate identification which shall be in the driver's possession at all times while on duty and shall operate the buses in accordance with the laws of the State of Missouri.
5. Be courteous and maintain a professional appearance at all times.
6. Prior to employment and from time to time thereafter, to the extent permitted by law, undergo such tests as may reveal, within reasonable medical or scientific certainty, the presence or absence of drugs or controlled substances in the body. The results of such tests must be negative as a condition of employment.
7. Refrain from smoking, eating or drinking on the bus; refrain from drinking any intoxicating beverage and not be under the influence of narcotics or alcohol while operating any bus; refrain from driving a bus in a condition of mental or emotional instability. Contractor shall prohibit the use of non-prescription drugs, which inhibit the safe operation of the bus. Any violation of these rules shall be reported to the Aviation Department.
8. Pass any medical physical exams required. Conduct any Department of Transportation required drug and alcohol testing.
9. Refrain from using profanity or other unbecoming acts.
10. Keep informed of all rules and regulations affecting the operation of commercial vehicles and standards of conduct.
11. Comply with all other requirements of applicable city, state or federal law or regulations.
12. At least one driver shall carry a cell phone with one designated number so the driver can be contacted by Contractor or airport personnel when necessary.

D. Uniforms and Name-Tags. Contractor shall provide uniforms and name tags for drivers. Contractor shall submit the proposed uniform concept to the Director of Aviation for approval within 14 days of being awarded the contract. Contractor's employees shall wear these uniforms and name tags at all times while on duty.

V. SAFETY PROGRAM: Contractor shall be responsible for implementing and maintaining a comprehensive transportation safety program. A summary of the safety program shall be provided by the Contractor for review and approval by the Aviation Department.

VI. CUSTOMER COMPLAINTS: Contractor shall respond to all customer correspondence and complaints, both written and oral, within 72 hours from receipt of complaint. Copies of all customer complaints and correspondence and Contractor's response shall be forwarded to Aviation Department within 24 hours of Contractor's response. Contractor shall provide a sign, posted on each bus, which will give the name, address and telephone phone number of a contact person for customers to call or write if they have a complaint or question.

VII. REPORTING REQUIREMENTS: Contractor shall provide statistical information regarding ridership to assist management in making decisions with respect to bus schedules and staffing. Such statistical information shall be given to the Aviation Department on a monthly basis.

VIII. LIQUIDATED DAMAGES

- A. Contractor acknowledges and agrees that, based on the experience of the City, violations of the Shuttle Bus Contract by Contractor commonly result in additional costs to the City. Additional costs include but are not limited to: costs related to delays in the system, handling of riders' complaints, additional work for City, investigations and the cost of monitoring compliance of this Contract.
- B. Contractor further acknowledges and agrees that the cost to the City of any particular violation is difficult to establish.
 - 1. If in the event that the bus(es) are not in operation and ready to begin their route at 5:30 am – the Contractor shall be fined \$1,000 per bus that is not ready for use at 5:30 am. City shall be entitled to deduct from any amounts due under the Contract and shall retain as liquidated damages.
 - 2. After reasonable notice under the circumstances and reasonable opportunity for Contractor to correct the violation, the City shall be entitled to deduct from any amounts due under the Contract and shall retain as liquidated damages at the rate of one hundred dollars (\$100) per occurrence but not to exceed five hundred dollars (\$500.00) per bus per day in the event of the following:
 - a. Failure by Contractor or any of its employees to perform any of the tasks listed in the Specifications/Scope of Services, except as specifically listed in subparagraph 3 and 4 below;
 - 3. Failure of an employee to wear the prescribed uniform or name tag while on duty shall entitle the City to deduct from any amounts due under the Contract and shall retain as liquidated damages the sum of \$50 per violation.
 - 4. In the event any bus surpasses seven (7) years of age, and without written approval from the Aviation Department as described in Section III, A.1. Bus Requirements, Contractor will be assessed liquidated damages in the amount of \$1,000 per month until such time as replacement bus arrives on airport and meets all requirements of specifications as noted in contract and is ready for service.

ATTACHMENT B - COMPENSATION SCHEDULE/PRICES

The maximum amount that City shall pay Contractor under this Contract is set forth in the Compensation Schedule/Prices Form which is attached hereto and incorporated in this contract as **Attachment B**. Contractor shall provide all Work at the prices contained in Contractor's Compensation Schedule/Prices Form.

The Director of Aviation may encumber an additional amount not to exceed \$150,000.00 each calendar year, to pay contingent expenses for additional buses as herein provided for, as may be agreed to by Contractor and City.

Instructions in completing the - COMPENSATION SCHEDULE/PRICE form

1st Bus:

Based upon the information provided within this RFP and the Attachments, the Project is in need of its 1st Bus beginning January 2020 through March 2023 which is for a period of 39 months (see **Attachment C - Shuttle Bus Schedule & Attachment D – Number of Required Buses During Primary Times**). Contractor shall write the Monthly Rate for the 1st Bus for the 39 month period below. Contractor shall then multiply said Monthly Rate by 39 months to calculate the total rate over a 39 month period and write that number below, **(A)**.

2nd Bus:

Based upon the information provided within this RFP and the Attachments, the Project is in need of its 2nd Bus, in addition to the 1st Bus, beginning May 2020 through August 2022 which is for a period of 28 months (see **Attachment C - Shuttle Bus Schedule & Attachment D – Number of Required Buses During Primary Times**). Contractor shall write the Monthly Rate for the 2nd Bus for the 28 month period below. Contractor shall then multiply said Monthly Rate by 28 months to calculate the total rate over a 28 month period and write that number below, **(B)**.

3rd Bus:

Based upon the information provided within this RFP and the Attachments, the Project is in need of its 3rd Bus, in addition to the 1st Bus and 2nd Bus, beginning November 2020 through March 2022 which is for a period of 17 months (see **Attachment C - Shuttle Bus Schedule & Attachment D – Number of Required Buses During Primary Times**). Contractor shall write the Monthly Rate for the 3rd Bus for the 17 month period below. Contractor shall then multiply said Monthly Rate by 17 months to calculate the total rate over a 17 month period and write that number below, **(C)**.

4th Bus:

Based upon the information provided within this RFP and the Attachments, the Project is in need of its 4th Bus, in addition to the 1st Bus, 2nd Bus, and 3rd Bus, beginning February 2021 through November 2021 which is for a period of 10 months (see **Attachment C - Shuttle Bus Schedule & Attachment D – Number of Required Buses During Primary Times**).

Contractor shall write the Monthly Rate for the 4th Bus for the 10 month period below. Contractor shall then multiply said Monthly Rate by 10 months to calculate the total rate over a 10 month period and write that number below, (D).

Non-Typical Hours:

It is anticipated that during the life of this Project that there shall be a requirement to have shuttle bus service within Non-Typical Hours. 700 hours is used as a placeholder. The Non-Typical Hours shuttle bus service can be requested at any time, with proper notice, during the life of this Contract. Contractor shall write the Hourly Rate for the Non-Typical Hour. Contractor shall then multiply said Hourly Rate by 700 hours to calculate the total rate over a 700 hour period and write that number below, (E).

Base Value

1st Bus

$$\begin{array}{r} \$13,958.04 \\ \hline \text{Monthly Rate} \end{array} \times 39 \text{ months} = \underline{\$544,363.75} \quad (\text{A}).$$

2nd Bus

$$\begin{array}{r} \$9,276.23 \\ \hline \text{Monthly Rate} \end{array} \times 28 \text{ months} = \underline{\$259,734.38} \quad (\text{B}).$$

3rd Bus

$$\begin{array}{r} \$9,276.23 \\ \hline \text{Monthly Rate} \end{array} \times 17 \text{ months} = \underline{\$157,695.88} \quad (\text{C}).$$

4th Bus

$$\begin{array}{r} \$9,276.23 \\ \hline \text{Monthly Rate} \end{array} \times 10 \text{ months} = \underline{\$92,762.28} \quad (\text{D}).$$

Non-Typical Hours

$$\begin{array}{r} \$38.47 \\ \hline \text{Hourly Rate} \end{array} \times 700 \text{ hours} = \underline{\$26,929.00} \quad (\text{E}).$$

BASE PROPOSAL: Grand Total of (A)+(B)+(C)+(D)+(E) = \\$1,081,485.29

Also write the Base Proposal amount in numbers and words on the Compensation Schedule/Price form. Your Proposal should reflect the total for all four (4) buses combined with the Non-Typical Hours. Contractor must propose on the entire Base Proposal (A – E).

Please note that in the event that the Aviation Department wishes to extend the number of months in any category listed above, the monthly rate, as written above shall apply. Also, the hourly rate stated for the Non-Typical Hours will not increase during the term of this Contract regardless of the number of hours provided by Contractor. The Aviation Department may also decrease the

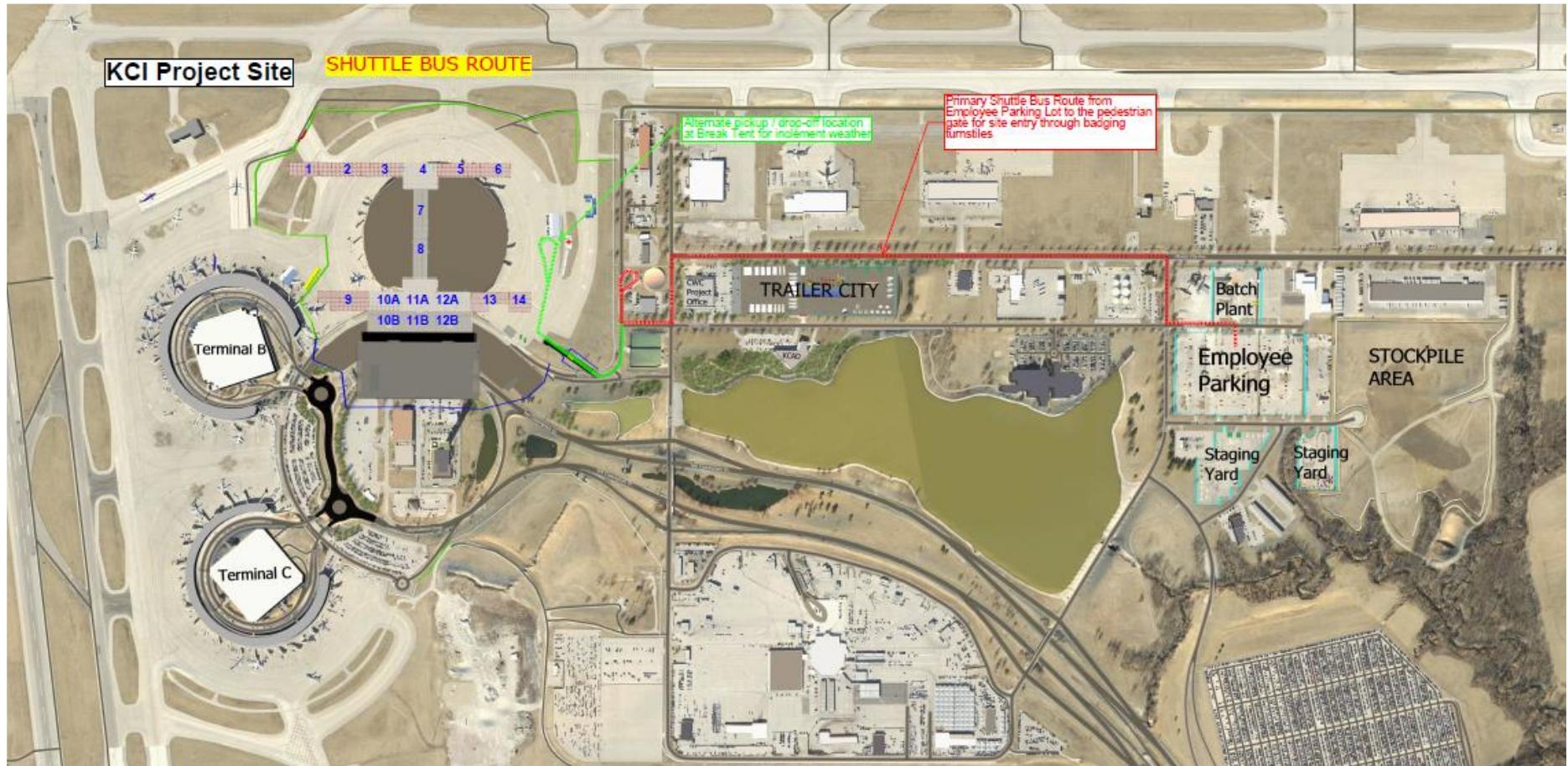
number of months/hours in any category listed above without penalty or recourse from Contractor. Aviation Department shall only pay Contractor for the actual month(s) and/or hourly rate depending on the category actually provided by Contractor.

ATTACHMENT C - SHUTTLE BUS SCHEDULE

am														pm														
5	5:30	6	6:30	7	7:30	8	8:30	9	9:30	10	10:30	11	11:30	12	12:30	1	1:30	2	2:30	3	3:30	4	4:30	5	5:30	6	6:30	7
5:30-7:30am	7:30-1:30am							1:30-4:00pm							4:00pm-7pm													
1, 2, 3, or 4 busses depending on month	1 bus							1, 2, 3, or 4 busses depending on month							1 bus													
2 hours	6 hours							2.5 hours							3 hours													

ATTACHMENT D – NUMBER OF REQUIRED BUSES DURING PRIMARY TIMES

ATTACHMENT E – BUS ROUTE MAP



**GENERAL SERVICES CONTRACT
Part II
CONTRACT NO. 6219100054**

Sec. 1. General Indemnification.

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.
2. **Contractor's Agents** means Contractor's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
3. **City** means City, its Agencies, its agents, officials, officers and employees.

B. Contractor's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or

not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.

D. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Insurance.

A. Contractor shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Contractor must have:

1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability limit
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10 and CG20 37, current edition, or their equivalent.
2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory Employers Liability \$100,000 accident with limits of:
\$500,000 disease-policy limit

\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "each accident" basis. This insurance policy will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds, including completed operations, for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required coverage and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or authorized by the State of Missouri to provide insurance in Missouri.

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written

notice to City. In the event Contractor fails to maintain the required insurance coverage in effect, City may order Contractor to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions and by law.

Sec. 3. Bonds.

A. If the Scope of Work requires Contractor to furnish a Payment Bond and Performance Bond or Performance and Maintenance Bond (collectively hereinafter the Bonds), Contractor shall furnish such Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract. These Bonds shall remain in effect at least until one (1) year after the date when final payment of the Contract becomes due.

B. All Bonds shall be in the form prescribed by the City, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent.

C. The Surety must:

1. Be licensed by the State of Missouri to issue bonds in the State of Missouri; and
2. Retain an A.M. Best rating of "B+, Class V" for Bonds in excess of \$200,000.

D. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of this Section, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 4. Independent Contractor. Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 5. Term of Contract. This Contract shall not be a legally binding document until the latest date that all of the following occur: (1) the Contract is signed by all parties; (2) the Contract is approved as to form by the City Law Department; (3) availability of any City funds is certified by the City's Director of Finance; and (4) if required, the effective date of any ordinance passed by the City Council or resolution passed by the Park Board. This Contract shall end one year later unless a different term of contract is specified in the Scope of Work. The Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract.

Sec. 6. Payment. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all provisions of this Contract. If damages are sustained by City as a result of breach or

default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined. Contractor agrees that the City will not process Contractor's request for payment unless the City determines Contractor's request for payment is in proper form, correctly computed, and properly payable under the provisions of this Contract. Contractor shall be paid monthly unless a different payment schedule is specified in the Scope of Work.

Sec. 7. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise *forum non conveniens* as an objection to the location of any litigation.

Sec. 8. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Contract.

Sec. 9. City's Right to Terminate for Convenience.

A. City may, at any time upon ten (10) days' notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part.

B. If City terminates this Contract, City shall only be liable for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and direct costs incurred by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of the effective date of termination. All

work or materials prepared or obtained by Contractor pursuant to this Contract shall become City's property.

C. Contractor agrees it has no right to terminate this Contract for convenience.

Sec. 10. Default and Remedies. If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor seven (7) days written notice and opportunity to cure such default or breach. If City shall be in default or breach of any provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving City fifteen (15) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver or Modification.

A. Except as specifically provided in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

B. If the City shall waive any provision of this Contract, it shall not operate as the City's waiver of the Contractor's subsequent breach or noncompliance with the provision. City shall be entitled to invoke any contractual or legal remedy available to City despite any of the City's previous waiver(s) of the Contractor's breach or noncompliance with the Contract provisions.

Sec. 12. Headings; Construction of Contract. The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter,

the same as if such words had been fully and properly written in that number or gender.

Sec. 13. Severability of Provisions.

Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. If any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 14. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access

to City of all Records upon ten (10) days written notice from the City.

Sec. 15. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

1. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.
2. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action

program in place for the duration of the subcontract.

3. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 16. Minority and Women's Business Enterprises. City is committed to ensuring that minority and women's business enterprises (MBEs/WBEs) participate to the maximum extent possible in City contracts. If this Contract contained DBE or MBE and/or WBE goals, Contractor certifies that it shall implement its Contractor Utilization Plan, which is incorporated herein as part of the Contract. Contractor shall comply with all of the requirements imposed by the City's HRD Forms and Instructions for Non-Construction Proposals and its Contractor Utilization Plan.

Contractor's compliance with this Section is a material part of this Contract.

Sec. 17. Tax Compliance. If the Contract Price exceeds \$150,000.00, Contractor shall provide proof of compliance with the City's Business License and Earnings and Profits Tax ordinances (City taxes) from the City's Commissioner of Revenue. Contractor's proof of compliance with City taxes is a precondition to the City making the first payment under this Contract and any contract renewal.

Sec. 18. City's Buy American and Missouri Preference Policies. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

Sec. 19. Assignability & Subcontracting.
A. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

B. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material

breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 20. Conflicts of Interest. Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

Sec. 21. Rules of Contract Construction. City and Contractor agree that this Contract shall be construed without regard to any presumption or other rule requiring construction of the Contract against the party causing the contract to be drafted.

Sec. 22. Reports. Contractor shall provide City detailed reports of actual Contract usage by contract category each quarter and annually at no cost to the City.

Sec. 23. Notices. All notices required by this Contract shall be in writing sent by

facsimile, regular U.S. mail, postage prepaid or commercial overnight courier to the person and address listed on the Contract if to the Contractor and to the City person and address listed on Contract. All notices are effective on the date facsimiled, mailed or deposited with courier.

Sec. 24. Extension of Contract Term. City shall have a unilateral right to extend the term of this Contract beyond the expiration of the initial contract term and all contract renewal terms until the City has executed a new contract.

Section 25. Employee Eligibility Verification. If this contract exceeds five thousand dollars(\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security(E-Verify) or an equivalent federal work authorization program authorized by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_118522_1678150shtm . For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling ion the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and

attachments to City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

Part III

SUPPLEMENTAL TERMS AND CONDITIONS TO ALL AIRPORT AGREEMENTS

Sec. 1. Assurances.

A. Contractor shall furnish its services on a fair, equal and not unjustly discriminatory basis to all users of the Airport.

B. Contractor shall charge fair, reasonable and not unjustly discriminatory prices for each unit or services; provided that, Contractor may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. Non-compliance with this requirement shall be a material breach of this Contract for which the City shall have the right to terminate this Contract and any estate created herewith, without liability therefor; or, at the election of the City or the United States, either or both of said governments shall have the right to judicially enforce said requirement.

C. Contractor warrants that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered by Contractor to the general public.

D. As part of the consideration of this Contract, Contractor does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT program or activity is extended for another purpose involving the provision of similar services or benefits, Contractor shall

maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Code of Federal Regulations, Title 49, DOT, Subtitle A, Office of the Secretary of Transportation, Part 21-Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights of 1964, as said regulations exist and may be amended from time to time.

In this Contract, the Covenant is hereby made a covenant running with the land for the term of the Contract, and is judicially enforceable by the United States.

E. As part of the consideration of the Contract, Contractor does hereby covenant and agree that:

1. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; and
2. In the construction of any improvements on, over or under such Premises and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

In this Contract, the Covenant is hereby made a covenant running with the land for the term of the Contract, and is judicially enforceable by the United States.

F. The foregoing discrimination covenants are a material part of this Contract and for breach thereof the City shall have the right to terminate this Contract and to reenter and repossess the Premises and facilities thereon, and hold the same as if said Contract had never been made. This provision does not become effective until the

procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

G. Contractor agrees to insert the foregoing six provisions (A-F) in any Lease/Contract/Agreement by which Contractor grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on or from the Premises.

H. Contractor agrees that it will undertake an affirmative action plan in conformance with 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment, contracting or leasing activities covered in 14 CFR Part 152, Subpart E. Contractor assures that no person will be excluded on such grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Contractor further agrees that it will require its covered suborganizations to provide assurances to Contractor that they similarly will undertake affirmative action programs and that they will require like assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E.

I. The City reserves the right, but is in no way obligated to Contractor, to develop or improve the landing area of the Airport as it deems appropriate, without regard to Contractor, and without interference or hindrance from Contractor.

J. The City reserves the right, but is in no way obligated to Contractor, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Contractor in this regard.

K. Contractor acknowledges that this Contract is subordinate to any existing or future agreement between the City and the United States concerning the development, operation or maintenance of the Airport.

L. The Contract is subordinate to the reserved right of the City its successors and assigns, to occupy and use for the benefit of the public the airspace above the Premises for the right of flight for the passage of aircraft. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft through said airspace or in landing at or taking off from, or operation on an Airport.

M. Contractor agrees to comply with the notification and review requirements of Federal Aviation Regulation Part 77 in the event future construction of a structure is planned for the Premises, or in the event of a planned modification of a structure on the Premises. Contractor covenants for itself, its successors and assigns that it will not erect or permit the erection of any structure or permit the growth of any tree, on the Premises above the mean sea level elevation that is defined as an object that effects navigable airspace as defined in Federal Aviation Regulations Part 77. As a remedy for the breach of said covenant the City of Kansas City, Missouri, reserves the right to enter upon the Premises and remove the offending structure or cut the offending tree, all at the expense of Contractor.

N. Contractor, by accepting this Contract, covenants for itself, its successors and assigns that no use will be made of the Premises that might in any manner interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard to air navigation. As a remedy for the breach of said covenant, the City reserves the right to enter upon the Premises and cause the

abatement of such interference, all at the expense of Contractor.

O. Contractor acknowledges that nothing contained in this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. Section 40103(e).

P. This Contract and all provisions hereof are subordinate to whatever rights the United States now has or in the future may acquire affecting the control, operation, regulation and taking-over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

Sec. 2. Right to Amend. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Contractor agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

Sec. 3. Immigration Reform and Control Act of 1986. Contractor understands and acknowledges the applicability of the IRCA to it. Contractor agrees to comply with the provisions of IRCA as it applies to its activities under this Contract and to permit the City to inspect its personnel records to verify such compliance.

Sec. 4. Disadvantaged Business Enterprise Requirements. To the extent that this Contract is covered by 49 CFR Part 23, Subpart F, Contractor agrees that this Contract is subject to the requirements of the U.S. Department of Transportation Regulations at 49 CFR Part 23, Subpart F. Contractor agrees that it will not discriminate

against any business owner because of the owner's race, color, national origin, or sex in connection with the award, or performance of any Contract covered by 49 CFR Part 23, Subpart F.

Contractor agrees to include the foregoing statement in any subsequent Contract that it enters and cause those businesses to similarly include said statement in further agreements.

Sec. 5. Restricted Areas/Security.

Contractor will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Contractor shall fully comply specifically with 49 CFR Part 1540 – Civil Aviation Security; 49 CFR Part 1542 – Airport Security; 49 CFR Part 1544 – Aircraft Operator Security; Air Carriers and commercial Operators (if Contractor is an air carrier); and 49 CFR Part 1546 – Foreign Air Carrier Security (if Contractor is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 1542. Contractor agrees to be bound by and follow the Airport Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA CFR 49 1542. In the event Contractor, its officer, employees, invitees or Contractors cause or contribute to unauthorized persons or

vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Contractor in writing of any claimed violations so as to permit Contractor an opportunity to participate in any investigation or proceedings.

Sec. 6. General Civil Rights Provisions.

The Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractors from the RFP solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Sec. 7. Civil Rights-Title VI Assurances.

Title VI Solicitation Notice:

The Aviation Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or

the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. For persons with Limited English Proficiency (LEP), please contact KCI Airport's Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

Sec. 8. FAA Supplementary Contract Provisions (6-1-2016)

1. Civil Rights General Provisions. The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Sec. 9. Compliance with Non-Discriminations Requirements. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- D. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to the contractor under the contract until the contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may

request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Sec. 10. Title VI List of Pertinent Nondiscrimination Act and Authorities.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope,

coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Sec. 11. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

Sec. 12. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.